

**RIDER TO RETAIL RATES****VOLUNTARY RENEWABLE ENERGY ("VRE") RIDER FOR  
RENEWABLE GENERATION ("RG") SUPPLY AGREEMENTS**

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**AVAILABILITY**

This VRE Rider (Rider) is available in conjunction with the Company's Retail Non-Residential Electric Service Rates, the terms of which are incorporated herein by reference as an alternative to special contracts related to electrical service provided through renewable energy which are subject to Commission approval on a case by case basis. This Rider is only available to a non-residential customer (Customer) with a new or existing contract demand greater than or equal to one megawatt (1 MW) at a single metered location or aggregated across multiple metered locations under direct ownership of a single customer and served by Dominion Energy South Carolina, Inc. (Company). This rider is available on a first come, first serve basis until the total capacity committed under renewable generation supply agreements (RG-Supply Agreements) entered into under this Rider shall equal 135 MW.

**RG-SUPPLY AGREEMENT**

The RG-Supply Agreement subject to this Rider shall provide for the renewable energy supplier (Supplier) to provide electric power and capacity to the Company's electrical system from a renewable energy facility as defined by S.C. Code Ann. § 58-41-10(12) (Facility). A separate RG-Supply Agreement shall be required for each Customer and each Facility. The Company shall not be the Supplier.

**POWER PURCHASE AGREEMENT**

The supply of renewable energy shall be subject to a new Power Purchase Agreement (PPA) executed between the Company and Supplier with terms consistent with the form contract power purchase agreement filed in Public Service Commission of South Carolina (Commission) Docket No. 2019-184-E or such successor contract as may be approved by the Commission. The PPA shall specify levelized avoided cost rates for energy and capacity that shall remain in force during the initial term of the PPA (PPA Costs). The RG Supply Agreement shall specify the additional costs to be paid to the Supplier (RS Costs) to the extent that these costs exceed the avoided cost to be paid under the PPA Costs. The participating Customer shall negotiate the prices and contract term of the RG- Supply Agreement with the Supplier so long as consistent with the VRE program set forth in this Rider. The RG-Supply Agreement shall be an addendum to the PPA and shall be signed by the Customer, the Supplier and the Company.

**MULTIPLE CUSTOMERS FOR A SINGLE FACILITY AND PPA**

Multiple customers may negotiate separate RG-Supply Agreements for separate quantities of renewable energy and capacity provided from a single Facility under a single PPA. In such case each Customer's RG-Supply Agreement shall reference a specified percentage of the Facility's output and each Customer shall be allocated a pro rata share of actual output accordingly.

**APPLICATION FOR A RG-SUPPLY AGREEMENT**

The Customer shall apply for an RG-Supply Agreement by submitting to the Company an application (Application) on a form to be provided by the Company including:

1. The Customer's name and address.
2. The location(s) and customer account(s) to which the Rider will apply.
3. The contract demand of each such account.
4. The effective date and expiration date of the contract for each such account.
5. The anticipated allocation of RG supply among accounts.

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6. The name and location of the Facility along with
  - a. The name and address of its owner or developer, *i.e.*, the Supplier,
  - b. Its renewable energy source,
  - c. Its net reliable summer and winter capacities,
  - d. Its expected commercial operation date,
  - e. The percentage of its energy and capacity to be purchased,
  - f. Its position in the interconnection queue if applicable.
7. A signed statement by the Supplier supporting the Application and agreeing to enter into negotiations of a RG-Supply Agreement and PPA with Customer and the Company.
8. Such other information as the Company may reasonably require.
9. A non-refundable application fee of \$2,000.

**FORMATION OF AN RG-SUPPLY AGREEMENT**

Upon receipt of an Application in due form and the application fee, the Company will notify the Customer and provide the Customer and the Supplier with a form RG-Supply Agreement to serve as the basis of negotiation of a definitive RG-Supply Agreement for signature by the parties incorporating the terms of this Rider. At conclusion of the negotiations, the Customer shall provide to the Company for signature a RG-Supply Agreement, in a form satisfactory to the Company, which is duly executed by the Customer and the Supplier.

**QUALIFICATION UNDER THE RIDER AND EXPIRATION OF THE APPLICATION**

The Customer shall qualify for service under this Rider only when the Company has signed and delivered to Customer and Supplier the RG-Supply Agreement and a PPA, each executed by all necessary parties. The Application shall expire if an RG-Supply Agreement and PPA are not signed by the parties within ninety (90) days of the date that the Application is submitted or if the 135 MW cap has been exhausted before qualification.

**NO CROSS SUBSIDIZATION**

None of the costs of the RG-Supply Agreement or of the PPA subject to a RG-Supply Agreement may be borne by the Company or Company's non-participating customers.

**TERM**

The RG-Supply Agreement and PPA shall be of equal duration provided that the term of neither agreement exceed the lesser of (a) ten (10) years, or (b) the remaining term of the Customer's electric service contracts associated with service under the Rider whichever will expire first (not considering automatic renewal terms.) The Customer must agree to take electric service exclusively from the Company for the life of the RG-Supply Agreement and PPA. The PPA shall include a provision providing that upon the termination of the RG-Supply Agreement through default or for any other reason, the Supplier's rights under the PPA shall terminate as to that portion of that energy and capacity of the Facility that had been sold under the RG-Supply Agreement. No RG-Supply Agreement or PPA shall be for a term of less than one year.

**ENERGY AND CAPACITY**

The capacity provided under the RG-Supply Agreement may not exceed the Customer's contracted demand under Customer's electric service contracts associated with service under the Rider. The energy to be provided under the RG-Supply Agreement may not exceed the Customer's energy usage over the 12-month period prior to the date that the RG-Supply Agreement is tendered to the Company. If the Customer's energy usage data for that period is atypical as determined by the Company in its reasonable discretion, or if service under this Rider includes new incremental load, the energy usage shall be as reasonably forecasted by Company.

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### ENVIRONMENTAL ATTRIBUTES

All environmental attributes of the electric supply provided under the RG-Supply Agreement shall belong to the Customer. The Customer shall bear all costs and risks associated with the creation, certification, registration, documentation, tracking and use of the environmental attributes.

### NOTICES AND EXERCISE OF RIGHTS UNDER THE PPA

The Customer shall have the right upon reasonable written request to receive all reports, notices and billing data provided by or available from the Supplier under the PPA. The Customer shall have the right to consult with the Company where reasonably practical on the Company's exercise of rights under the PPA. The Company, however, shall act exclusively on behalf of its system, its customer base generally and system reliability in exercising its rights under the PPA or RG-Supply Agreement. The Company shall not act as Customer's agent nor shall any fiduciary relationship exist with regard to the Company's exercise of any rights under the PPA or the RG-Supply Agreement. The Company shall not be liable to Customer for the exercise of or failure to exercise any rights under the PPA or the RG-Supply Agreement.

### BASE BILL

The Company shall bill the Customer for electric service as specified in its rates and tariffs and subject to it General Terms and Conditions of service that would otherwise apply to service to the Customer (Base Bill).

### RG COSTS AND PPA COSTS

In addition to the Base Bill, the Customer shall pay to the Company all costs paid by the Company under the PPA (PPA Costs) and the RG Supply Agreement (RG Costs). In all cases in which the PPA serves multiple customers, the energy and capacity avoided cost payments will be pro-rated to reflect the Customer's allocated percentage of capacity and energy.

### ASSIGNMENT AND CREDITING OF PAYMENTS

To ensure that the Company's obligation to the Supplier will be limited to PPA costs and actual payments from the Customer of RG Costs, the RG Supply Agreement shall provide that:

1. The Company will pay the Supplier the PPA Costs.
2. The Company will bill the Customer for the PPA Costs and RG Costs as part of its monthly electric bill.
3. The Company will assign to the Supplier all of the Company's rights title and interest in the amounts actually paid by the Customer for RG Costs. This assignment will be the Supplier's exclusive source of payment for RG Costs.
4. The Company will provide the Customer a credit on its bill for PPA Costs paid for that month.
5. If the Customer's kWh usage for that month is less than the energy provided under the PPA for that month, the amount of the energy credit will be further reduced by the avoided energy cost rate times the kWh shortfall.

### INCORPORATED TERMS

The form RG-Supply Agreement shall reflect terms consistent with the Company's form contract power purchase agreement filed in Commission Docket No. 2019-184-E including without limitation terms concerning Force Majeure, Default, Termination, Remedies, Limitation of Liabilities, Indemnification, Representations, Warranties and Covenants, Dispute Resolution, Assignment, Notices, Third Party Beneficiaries, Dedication, Integration, Amendment, Governing Law, Relationship of Parties, Good Faith and Fair Dealing, Severability, Cooperation, Forward Contracts, Waiver, Confidentiality, Permitted Disclosures, Goodwill and Publicity, Regulatory Matters, Termination, Survival, Change in Law, Choice of Venue and other terms. These incorporated terms shall be in addition to the specific terms of the VRE Program listed here and other terms consistent with the nature of the proposed VRE supply to be purchased by the Customer and the PPA under which that purchase will take place.

### TERMINATION

In addition to any Incorporated Terms related to Termination, the Company may terminate the RG-Supply Agreement and PPA: (a) upon bankruptcy, or insolvency of the Customer or Supplier, (b) upon termination of Customer's service on the

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account or accounts served under this tariff or non-payment of the bill for any such account when due, (c) upon Customer reducing its contract demand on Company's system to a level less than the amount stated in the RG-Supply Agreement, or (d) upon termination of the associated PPA.

**ASSIGNMENT**

The Customer, or the Supplier in the case of the Customer's default, may assign the right to benefit from the RG-Supply Agreement to another customer which shall provide the Company with written notice that it is willing and able to take service under this tariff. The right to assign shall be conditional on (a) the new customer having contract demand and energy usage sufficient to meet the capacity and energy terms of the RG-Supply Agreement in question, (b) the Customer or Supplier paying all cost due to the Company that the Customer incurred prior to the transfer, and (c) the transfer occurring no more than 30 days after termination of Customer's service.

**FEES**

The Customer shall pay a monthly administration fee of \$250 per MW. The Company may adjust the fee from time to time to reflect intervening changes in the Producer Price Index as reported by the US Department of Labor or successor index.

**GENERAL PROVISIONS**

The customer is solely responsible for compliance with any federal, state, county, municipal or other tax laws, rules, and regulations.

**GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are part of this Rider.